



CITY OF
CINCINNATI

Valerie A. Lemmie
City Manager

DEPARTMENT OF
TRANSPORTATION AND ENGINEERING

Eileen Enabnit
Director

ODOT LPA Certification

APPENDIX H

SAMPLE CONSULTANT AGREEMENT

CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION & ENGINEERING

Contract No. 35x6411

THIS AGREEMENT made and entered into on this 29th day of January 2003, by and between the City of Cincinnati, Ohio, hereinafter referred to as "City" and, KZF Design, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Department of Transportation & Engineering desires to implement its funded Capital Improvement Program during the years 2003 through 2005 and does not have a sufficient staff of permanent employees to complete this program; and

WHEREAS, the Department of Transportation & Engineering serves as an engineering and/or architectural consultant to various City agencies to design and/or coordinate the operation and Capital Improvement Programs of these other agencies, including construction management services on an as-needed basis; and

WHEREAS, the Department of Transportation & Engineering functions in close cooperation with the Hamilton County Engineer and provides Engineering services in accordance with City/County agreements; and

WHEREAS, the Consultant is a skilled, competent, and experienced professional firm having the necessary personnel and equipment to perform the required work; and

WHEREAS, the Consultant has been selected in accordance with the City Manager's Administrative Regulation No. 23, dated February 3, 1997; and

WHEREAS, such services are professional and non-competitive in nature;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows;

SECTION 1. SCOPE OF SERVICES

The Consultant shall, in a satisfactory and proper manner as reasonably determined by the City Manager of the City, perform all the necessary services, as described in the Scope of Services which is attached hereto, marked Exhibit A, and by this reference made a part hereof.

SECTION 2. TERM

The term of this Agreement shall commence on January 1, 2003, and shall expire on December 31, 2005.

SECTION 3. COMPENSATION

The City agrees to pay to the Consultant in accordance with the fee schedules include with the Agreement

- A. The fee for the services of the Consultant cannot be exactly determined. It is anticipated that the fee will exceed twenty-five thousand dollars (\$25,000.00). There is no guarantee of work assignments under this contract. Maximum payments under this contract will not exceed four hundred thousand dollars (\$400,000.00) per assignment, or a total of one million dollars (\$1,000,000.00) per discipline during the life of the contract. This payment will be full and complete compensation for the Consultant's services in accordance with the payment schedule attached hereto, marked Exhibit B, and by reference made a part hereof and in accordance with the project budget included as a part of the written notice to proceed. Where a consultant is being awarded contracts for more than one discipline, all contracts will be combined into one Agreement.
- B. Each agency of the City using the services of the Consultant must certify sufficient funds (City Form 9 - Request for Certification) for use of the Consultant services before any binding obligation can be made for the provision of these services. The written Authorization to Proceed, shall be issued identifying specific work and costs. Payment under this agreement will be full and complete compensation for the Consultant's services in accordance with the fee schedule, and all proper amendments made thereto, and in accordance with the written Authorization to Proceed, and the Request for Certification.
- C. In the event the City and Consultant determine it is necessary to amend the fee schedules due to regulatory changes or technological innovations that may cause changes in the cost of services included in this Agreement, the Consultant may submit a written Proposal requesting a change in prices. The Proposal will be reviewed by the City, and if approved, will provide a basis for amendment to this Agreement.

SECTION 4. METHOD OF PAYMENT

The City shall make payment under this agreement in accordance with the following method:

- A. The City will make periodic payments to the Consultant when all of the following conditions have been met:
 - 1) Submission of a requisition for payment to the City from Consultant specifying that the Consultant has performed the work under this Agreement in conformance with the Agreement, and that the Consultant is entitled to receive the amount requisitioned under the terms of the Agreement. The requisition for payment (City Form No. 37 - Claim Voucher/Invoice) shall indicate the disposition of the amount requisitioned by reference to the line item in the Budget set forth in Exhibit B, COMPENSATION, attached hereto, and by this reference made a part hereof, in a manner approved by the Director of Finance of the City.
 - 2) Submission of reports as required pursuant to Section 1 of this Agreement.
- B. In the event the Consultant fails to fulfill the terms and conditions of this Agreement, the City will notify the Consultant of the reason for such action and of the conditions precedent to the resumption of payment.

SECTION 5. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 6. ASSIGNMENT

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City.

SECTION 7. COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Consultant shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City.

- A. This Agreement is subject to the provisions of the Equal Employment Opportunity Program of the City contained in Chapter 325 of the Cincinnati Municipal Code. Section 325-9 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.
- B. This Agreement is subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.
- C. Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 130, Cincinnati, Ohio 45202, (513) 352-3144.
- D. The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into smaller when economically feasible.

SECTION 8. HOLD HARMLESS

The Consultant shall indemnify, save and hold the City, and its officers, employees and agents free and harmless from and against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all, negligent acts, errors, or omissions by the Consultant (including its employees and agents) or any ambiguities in the plans and specifications, provided that such ambiguities are originated by or the responsibility of the Consultant and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Consultant in the performance of this Agreement. The Consultant shall be given the opportunity to defend on behalf of the City, any action or claim brought against them which, if successfully prosecuted, would give rise to a claim hereunder against the Consultant.

This indemnification shall not result in the unjust enrichment of the City. In case of any ambiguities, the City shall afford the Consultant a reasonable opportunity to mitigate damage and clarify any such ambiguities within a reasonable time after discovery by or notice to the City. The City shall promptly notify the Consultant of any claim, demand, action, cause for action or other liability for which the City may seek indemnification from the Consultant.

SECTION 9. INDEMNIFICATION AND INSURANCE

The Consultant shall indemnify and hold harmless the City from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Consultant, its agents, employees, or licensees, that result in injury to persons or damage to property.

- A. The Consultant shall maintain for the term of this Agreement, at Consultant's sole cost and expense, insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Consultant or its agents and/or employees. Proof of coverage shall be provided to the City by one of the following:
- 1) Policy or policies naming the Consultant, subcontractors and as noted herein, the City of Cincinnati, as additional named insured.
 - 2) Certificates of Insurance, City Purchasing Form 68, executed by the insuring company or its authorized agent indicating that the Consultant and subcontractors have the specified coverage with the City of Cincinnati named as an additional insured under the policy as noted herein.
- B. The Consultant shall procure and maintain at all times during the term of this Agreement the following:
- 1) Worker's Compensation Insurance
 - 2) Comprehensive General Liability Insurance.
Bodily injury \$1,000,000 per occurrence/combined single limit.
Property Damage \$1,000,000 per occurrence/combined single limit.
 - 3) Automobile Liability Insurance (with the City of Cincinnati named as an additional insured).
Bodily Injury \$1,000,000 per occurrence/combined single limit.
Property Damage \$1,000,000 per occurrence/ combined single limit.
 - 4) Excess Liability Insurance for Bodily Injury and Property Damage combined (Umbrella Form, with the City of Cincinnati named as an additional insured) \$1,000,000 per occurrence.
 - 5) Professional Liability Insurance in the amount of \$1,000,000. The following disciplines are not required to have professional liability insurance: Graphic Design, Railroad Planning Advisor Services.

SECTION 10. CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Consultant or in this Agreement and the Consultant shall take appropriate steps to assure compliance.
- B. The Consultant agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Consultant further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

SECTION 11. REPORTS INFORMATION AND AUDITS

The Consultant, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith with, and any other matters covered by this agreement. The Consultant shall retain all financial and administrative records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

SECTION 12. CONFIDENTIALITY

The Consultant, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the Director of the Department of Transportation and Engineering. The Consultant warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by Consultant, its agents, and its employees.

SECTION 13. PROPRIETARY MATERIALS

The City acknowledges that in the course of performing services, the Consultant may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Consultant acknowledges that in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

SECTION 14. OWNERSHIP OF PROPERTY

The Consultant agrees that at the expiration or in the event of any termination of this Agreement that any Memoranda, Maps, Drawings, Working Papers, Reports, and other similar documents produced in connection with this Agreement shall become the property of the City and the Consultant shall promptly deliver such items to the City.

SECTION 15. WARRANTY

The Consultant warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards. The Consultant further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

SECTION 16. COPYRIGHTS

Consultant shall not copyright any report, designs or documents paid for by the City. Such reports will be available to the general public under the Ohio Public Records law - Section 149043 of the Ohio Revised Code.

SECTION 17. THIRD PARTY BENEFICIARIES

This Agreement is intended to establish the relationships and the respective rights or duties of the parties hereto, each to the other, and there shall be no third party beneficiaries to this Agreement.

SECTION 18. NON EXCLUSIVE AGREEMENT

This is a nonexclusive Agreement, and the City may procure the same or similar services from other consultants at any time during the pendency of this Agreement.

SECTION 19. DEFAULT AND TERMINATION

- A. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement or if the Consultant violates any of the terms and conditions, covenants, or agreements of this Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Consultant specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Consultant, and the City may withhold any payments to the consultant for the purposes of set-off until such time as the exact amount of damages due the City from the consultant is determined. Exceptions may be made with respect to defaults of subcontractors.

- B. The City may terminate this Agreement by giving notice in writing from the City to the Consultant. If this Agreement is terminated by the City as provided, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

SECTION 20. INDEPENDENT CONTRACTOR

Consultant shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Consultant shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employee, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Consultant. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City.

SECTION 21. WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 22. LAW AND GOVERN

This Agreement is entered into and is to be performed in the State of Ohio. City and Consultant agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any dispute which may arise as a result of this agreement shall be litigated in either the Hamilton County Common Pleas Court, or the United States District Court for the Southern District of Ohio.

SECTION 23. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 24. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 25. SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reasons be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this Contract as of the date first above written.

CITY OF CINCINNATI

RECOMMENDED :

Prem Garg
Prem Garg, P.E.
City Engineer

Eileen Enabnit
Eileen Enabnit
Director of Transportation and Engineering

CONSULTANT

BY: Donald L. Conner

TITLE: VICE PRESIDENT

APPROVED AS TO FORM AND
LEGAL CLARITY:

Joe L. Linn
Assistant City Solicitor

APPROVED AS TO COMPLIANCE:

Karen Linn
Contract Compliance Officer

BY:

Valerie A. Lemmie
Valerie A. Lemmie
City Manager

JAN 27 1998

William E. Moller

DEPARTMENT OF TRANSPORTATION AND ENGINEERING
CONTINGENCY CONSULTANT SERVICES
ARCHITECTURE SERVICES
EXHIBIT A

SCOPE OF SERVICES

The Consulting Services to be provided under this contract for Architecture Services may include any of the following:

Investigations & inspections	Planning, feasibility & conditions studies
Environmental documents	Site analysis
Building & zoning code review & analysis	Building reuse feasibility studies
New building feasibility studies	Schematic design
Renderings, perspectives	Design development
Working drawings/contract plans	Specifications
Cost estimates	Related reports
Attend public meetings	Construction management
Utility coordination	Structural design and engineering
Coordination with other agencies	As-built drawings
Historic conservation services	Streetscape & building lighting
Interior design	Photography
Office structure organization	Inventory of furniture systems

Any services not specifically listed above may be provided in conjunction with those services listed above for the City of Cincinnati, with the approval of a Department of Transportation and Engineering Division Head.

All work assigned under this Contract will be coordinated through an Agency representative designated by a Department of Transportation and Engineering Division Head. When the services of the Consultant are needed, a Scope of Services meeting will be called by the Agency representative. Any work to be performed under this Contract shall be authorized by signature of a Department of Transportation and Engineering Division Head.

Actual services assigned under this Contract will be identified in a written Scope of Services specific to each project. This Scope will include a project budget and completion schedule, and shall be prepared by the Consultant after a detailed Scope of Services meeting with the City. All projects initiated under this Contract shall be sequentially numbered and all documentation and billing shall reference both the Contract number and the project number and name.

**DEPARTMENT OF TRANSPORTATION AND ENGINEERING
CONTINGENCY CONSULTANT SERVICES
HIGHWAY ENGINEERING SERVICES
EXHIBIT A**

SCOPE OF SERVICES

The Consulting Services to be provided under this contract for Highway Engineering Services may include any of the following:

- Right-of-way Plans
- Preliminary Engineering
- Planning and Feasibility Studies
- Environmental Documents
- Detailed Contract Plans
- Specifications
- Community Input Exhibits
- Interim and Final Reports
- Engineering Cost Estimates
- Related Reports
- Related Engineering & Surveying Services
- Attendance at Public Meetings
- Equipment Rental
- Utility Coordination
- Coordination with Other Agencies

Any services not specifically listed above may be provided in conjunction with those services listed above for the City of Cincinnati, with the approval of a Department of Transportation and Engineering Division Head.

All work assigned under this Contract will be coordinated through an Agency representative designated by a Department of Transportation and Engineering Division Head. When the services of the Consultant are needed, a Scope of Services meeting will be called by the Agency representative. Any work to be performed under this Contract shall be authorized by signature of a Department of Transportation and Engineering Division Head.

Actual services assigned under this Contract will be identified in a written Scope of Services specific to each project. This Scope will include a project budget and completion schedule, and shall be prepared by the Consultant after a detailed Scope of Services meeting with the City. All projects initiated under this Contract shall be sequentially numbered and all documentation and billing shall reference both the Contract number and the project number and name.

**DEPARTMENT OF TRANSPORTATION AND ENGINEERING
CONTINGENCY CONSULTANT SERVICES
HIGHWAY STRUCTURES ENGINEERING SERVICES
EXHIBIT A**

SCOPE OF SERVICES

The Consulting Services to be provided under this contract for Highway Structures Engineering Services may include any of the following:

- Highway Structure Inspections, Investigations, and Studies
- Highway Structure Analysis and Design
- Highway Structure Condition Studies and Product Evaluation
- Painting and Maintenance Plans and Studies
- Corrosion Engineering Studies
- Right-of-way Plans
- Preliminary Engineering
- Planning and Feasibility Studies
- Environmental Documents
- Detailed Contract Plans
- Specifications
- Community Input Exhibits
- Interim and Final Reports
- Engineering Cost Estimates
- Related Reports
- Related Engineering & Surveying Services
- Attendance at Public Meetings
- Equipment Rental
- Utility Coordination
- Coordination with Other Agencies

Any services not specifically listed above may be provided in conjunction with those services listed above for the City of Cincinnati, with the approval of a Department of Transportation and Engineering Division Head.

All work assigned under this Contract will be coordinated through an Agency representative designated by a Department of Transportation and Engineering Division Head. When the services of the Consultant are needed, a Scope of Services meeting will be called by the Agency representative. Any work to be performed under this Contract shall be authorized by signature of a Department of Transportation and Engineering Division Head.

Actual services assigned under this Contract will be identified in a written Scope of Services specific to each project. This Scope will include a project budget and completion schedule, and shall be prepared by the Consultant after a detailed Scope of Services meeting with the City. All projects initiated under this Contract shall be sequentially numbered and all documentation and billing shall reference both the Contract number and the project number and name.

**DEPARTMENT OF TRANSPORTATION AND ENGINEERING
CONTINGENCY CONSULTANT SERVICES
MECHANICAL/PLUMBING/FIRE PROTECTION/ELECTRICAL ENGINEERING SERVICES
EXHIBIT A**

SCOPE OF SERVICES

The Consulting Services to be provided under this contract for Mechanical/Plumbing/Fire Protection/Electrical Engineering Services may include any of the following:

- Engineering and Architectural Analyses and Evaluations
- Design of Mechanical, Plumbing, Electrical and Fire Protection Systems
- Second Opinion Reports on Reuse of Adaptation of Systems in Existing Buildings
- Preliminary Engineering
- Planning, Feasibility and Condition Studies
- Environmental Documents
- Detailed Contract Plans, Specifications and Construction Estimates
- Community Input Exhibits
- Interim and Final Reports
- Engineering Cost Estimates
- Related Reports
- Related Engineering & Surveying Services
- Attendance at Public Meetings
- Equipment Rental
- Utility Coordination
- Coordination with Other Agencies

Any services not specifically listed above may be provided in conjunction with those services listed above for the City of Cincinnati, with the approval of a Department of Transportation and Engineering Division Head.

All work assigned under this Contract will be coordinated through an Agency representative designated by a Department of Transportation and Engineering Division Head. When the services of the Consultant are needed, a Scope of Services meeting will be called by the Agency representative. Any work to be performed under this Contract shall be authorized by signature of a Department of Transportation and Engineering Division Head.

Actual services assigned under this Contract will be identified in a written Scope of Services specific to each project. This Scope will include a project budget and completion schedule, and shall be prepared by the Consultant after a detailed Scope of Services meeting with the City. All projects initiated under this Contract shall be sequentially numbered and all documentation and billing shall reference both the Contract number and the project number and name.

**DEPARTMENT OF TRANSPORTATION AND ENGINEERING
CONTINGENCY CONSULTANT SERVICES
URBAN DESIGN SERVICES
EXHIBIT A**

SCOPE OF SERVICES

The Consulting Services to be provided under this contract for Urban Design Services may include any of the following:

Urban Design Plans

Existing Conditions
Urban Design Concepts
Historic Research
Blight Studies
Urban Design Policies
Investigations Inspections

Preliminary Design
Cost Estimates (budgetary)
Rendering
Market Studies/Economic
Parking Analysis
Zoning Code Analysis

Site Specific Urban Design

Renderings
Code Research
Public Space Design
Photography

Site Analysis
Construction Cost Estimates
Model Building
Planning & Feasibility Studies

Final Design/Project Management

Construction Documents
Final Design
Bid Packages
Coordination with other Agencies
Construction Management
Related Design Services

Specifications
Cost Estimates
Utility Coordination
Attendance at Public Meetings
Related Engineering & Surveying

Any services not specifically listed above may be provided in conjunction with those services listed above for the City of Cincinnati, with the approval of a Department of Transportation and Engineering Division Head.

All work assigned under this Contract will be coordinated through an Agency representative designated by a Department of Transportation and Engineering Division Head. When the services of the Consultant are needed, a Scope of Services meeting will be called by the Agency representative. Any work to be performed under this Contract shall be authorized by signature of a Department of Transportation and Engineering Division Head.

Actual services assigned under this Contract will be identified in a written Scope of Services specific to each project. This Scope will include a project budget and completion schedule, and shall be prepared by the Consultant after a detailed Scope of Services meeting with the City. All projects initiated under this Contract shall be sequentially numbered and all documentation and billing shall reference both the Contract number and the project number and name.

DEPARTMENT OF TRANSPORTATION & ENGINEERING
CONTINGENCY CONSULTANT SERVICES
EXHIBIT B: COMPENSATION

The total cost of work to be completed under this agreement cannot be exactly determined until a detailed Scope of Services is prepared for each assignment.

After the Consultant receives a written notice to proceed from the City for a specific project, the City agrees to pay the Consultant for all services rendered under this agreement in accordance with the following salary schedule:

Category	Hourly Labor Fee	Overhead Fee 176%	Profit Fee of 15.0%	Billing Rate
Principal	\$48.53	\$85.42	\$20.09	\$ 154.00
Jr. Principal	\$39.85	\$70.14	\$16.50	\$ 127.00
Sr. Professional	\$35.35	\$62.22	\$14.64	\$ 112.00
Professional	\$33.28	\$58.56	\$13.78	\$ 106.00
Jr. Professional	\$28.77	\$50.63	\$11.91	\$ 91.00
Sr. Technician	\$24.27	\$42.71	\$10.05	\$ 77.00
Technician	\$20.11	\$35.39	\$8.32	\$ 64.00
Jr. Technician	\$17.33	\$30.49	\$7.17	\$ 55.00
Clerical	\$16.00	\$28.16	\$6.62	\$ 50.00

The above salary schedule represents the direct salary costs to be paid for this work and includes an overhead rate of 176 % and a net fee (profit) of 15 %. The Consultant will submit to the City a detailed breakdown of costs included in the computation of the overhead rate with the signed contract. Additional personnel positions may be added during the term of this agreement pending approval of the City's Director, Department of Transportation and Engineering.

In addition to the above listed salaries, the City will reimburse the Consultant for all applicable direct costs, if said costs are not included in the overhead computation and are approved in writing by the City, for each project as listed below:

- Outside reproduction - at cost
- Out-of-town travel - at cost
- Equipment rental - 5% markup
- Out-of-Pocket expenses - 5% markup
- Outside consultants - 5% markup

PAYMENT REQUESTS:

All payment requests shall be submitted using City Form No. 37- Claim Voucher Invoice. Included with the payment request shall be an itemized cost summary including:

1. Personnel fees itemized by each individual or job title with their respective hours worked.
2. Sub-consultant fees with copies of itemized invoices submitted by the sub-consultant.
3. Reimbursable expenses as approved in advance by the City. The following expenses are considered to be included in the Consultant's overhead expenses and are **not eligible** for reimbursement:
 - a) Routine photocopying, postage and delivery services, and fax machine usage.
 - b) Telephone and cellular/PCS phone usage.
 - c) Computer usage fees. Special software package fees may be reimbursable pending pre-approval by the City.
 - d) Inter-office travel expenses. For consultant's with a local office, travel expenses from the local office to a project location are the only travel expenses that are eligible for reimbursement. Sub-consultant travel shall be evaluated and approved or denied with the proposal submittal.

PROPOSAL SUBMITTALS:

At the request of the City, the Consultant shall submit a project proposal that contains the following:

1. A comprehensive and well defined scope of services.
2. An itemized cost estimate showing all anticipated personnel costs, sub-consultant costs (including the sub-consultant's itemized costs), and reimbursable expenses.
3. A project schedule.
4. A signature line designated as "Recommended" for a city project manager, and a signature line designated as "Approved" for a city division or department head. If the work is being performed for an agency outside of the Department of Transportation and Engineering; an additional signature line shall be provided with "Recommended, City Engineer".

CONSULTANT INSURANCE:

It is the responsibility of the consultant to maintain all required insurance policies in effect for the duration of the contract period. Renewed insurance certificates shall be mailed to:

Mr. Bryan Carter, Supervising Accountant
City Engineer's Office
Room 425, City Hall
801 Plum Street
Cincinnati, OH 45202